IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.6268 OF 1995

Askay & Co Pvt Ltd,
a company registered under the
Indian Companies Act, having their
office at Great Social Building,
Sir P.M.Road, Fort,
Bombay-400 001. .. **Petitioners**.

Vs

1. Life Insurance Corporation of India,
a statutory corporation having its
office at Yogakshama, East Wing,
Jeevan Bima Marg,
Bombay-400 021.

2. M/s Parekh Sales Corporation,
a firm carrying on business at Great
Social Building, Sir P.M.Road,
Bombay-400 001.

3. Enquiry Officer, appointed under the
Public Premises Act, having his office
at Yogakshama,
Bombay-400 021.

4. Principal Judge,
City Civil Court,
Mumbai. .. **Respondents**.

Mr. S.M.Sakhardande with Mrs S.S.Wagh, for the petitioners.

Mr V.Y.Sanglikar, for the LIC-Respondent no.1.

Mr Phirdosh Pooniwalla i/b M/s Kanga & Co, for Respondent no.2.

CORAM : B.H.MARLAPALLE & D.B.BHOSALE,JJ.
DATE : APRIL 05, 2006.

ORAL JUDGMENT : (PER D.B.BHOSALE, J.)

1. This writ petition under Articles 226 and 227 of the Constitution of India is directed against the Judgment and order dated 4.10.1995 rendered by the learned in-charge Principal Judge, City Civil Court, Bombay in Misc.Appeal No.137 of 1993, by which the petitioners' appeal was partly allowed. The Misc.Appeal was filed against the order of eviction passed by the Estate Officer on 29.9.1993 in Reference Application Nos.194 and 194-A of 1992. Reference Application No.194 of 1992 was relating to eviction whereas Reference Case No.194-A of 1992 was relating to damages for unauthorised occupation of T.C.No.1090, admeasuring about 950 sq.ft in Great Social Building, Sir P.M.Road, Fort, Bombay -400001 (for short, "the premises"). It was a composite application. Insofar as Reference Case No.194 of 1992 is concerned, it was allowed and the order of eviction passed under section 5(1) of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (for short, "the Act") in Proforma "B" was maintained in appeal by the learned Principal Judge. However, the order passed on the Reference Application No.194-A of 1992, relating to damages, by the Estate Officer was set aside.

2. The facts set out in the writ petition reveal that in 1946-47 the petitioner acquired tenancy in respect of the suit premises from the then landlords, viz. Great

Social Insurance Co.Ltd. In 1956-57, respondent no.1 -Life Insurance Corporation (for short, "LIC") came to be incorporated under the L.I.C.Act and the suit building, amongst other properties, vested in respondent no.1 and the petitioners became their tenants. The petitioners inducted respondent no.2 in the part of the premises, sometime in July, 1970. the respondent-corporation, on 19.8.1970, purported to terminate the petitioners' tenancy by issuing notice under section 106 of the Transfer of Property Act, 1882 (for short, "T.P.ACT") in respect of the premises on the ground of unlawful subletting, assigning or transferring interest in favour of respondent no.2 and called upon the petitioner to vacate the premises. The allegations were refuted by the petitioners vide their reply dated 1.9.1970. In April 1972, the LIC filed a suit for eviction in the Small Causes Court at Bombay against the petitioners and respondent no.2 being R.A.E.Suit No.332/1825 of 1972. In that suit, respondent no.2 filed a written statement denying subletting of the premises in their favour. Respondent no.2 subsequently filed another written statement and took a plea of protected sub-tenancy. That suit was, however, withdrawn by LIC in 1992. On 9.4.1992 LIC took out the proceedings being Reference application nos 194 and 194A of 1992, for eviction of the petitioners and respondent no.2 and for damages at Rs.7125/- per month for the period between

1.10.1970 and 29.2.1992. The Estate Officer in turn on 10.4.1992 issued two show cause notices, one under section 4 and another under section 7(3) of the Act and served the petitioners and respondent no.2. Before the Estate Officer the petitioners in their reply denied the sub-lease in favour of respondent no.2. Whereas respondent no.2 claimed to be the lawful subtenant of the petitioners. The Estate Officer, after following the procedure and giving an opportunity of being heard to the petitioners and respondent no.2, ordered their eviction holding that they both are "unauthorised occupants" as defined under section 2(g) of the Act and awarded damages for unauthorised occupation of the premises vide his judgment and order dated 29.9.1993.

3. Feeling aggrieved by the order of the Estate Officer, both, the petitioners and respondent no.2, filed independent Misc.Appeals before the learned Principal Judge, City Civil Court, Bombay being Misc.Appeal Nos.137 and 139 of 1990, respectively. The Principal Judge, City Civil Court, by the impugned judgment, maintained the orders passed on the applications for eviction under section 5 and set aside the order of damages under section 7 of the Act. The petitioners as well as respondent no.2 assailed the judgments of the learned Principal Judge, City Civil Court by way of two writ petitions under

Articles 226 and 227 of the Constitution of India. Respondent No.2's writ petition was numbered as 494 of 1996.

4. We heard the learned counsel for the parties for quite some time, perused the impugned orders and the other material placed before us. Mr Sakhardande, learned counsel for the petitioners, at the outset, submitted that the petitioners had not sublet the premises to respondent no.2, nor had they committed any breach of the terms of tenancy and are, therefore, not liable to be evicted from the premises. He further submitted that even if the allegation regarding subletting is accepted, the same does not justify the notice of termination dated 19.8.1970. He then submitted that since the Bombay Rent Act has no application and the premises are public premises, a subletting is protected under section 108 of the T.P.Act. In other words, according to Mr Sakhardande, the sub-letting under section 108 of the T.P.Act was perfectly legal and as such cannot be terminated by issuing notice under section 106 of the Transfer of Property Act. He further submitted that there was no written contract prohibiting creation of sub-tenancy in the suit premises. Next, he invited our attention to the judgment of this court in **Minoo Framroze Balsara V. The Union of India, AIR 1992 Bombay 375** and submitted that the Government

company or corporation must not act as private landlords and their act while terminating authority to occupy public premises and seeking eviction of the occupant therefrom must be informed by reason and guided by the public interest. According to Mr Sakhardande, the impugned notice dated 19.8.1970 does not indicate as to when tenancy agreement between the LIC and the petitioners prohibiting subletting was executed nor does it indicate as to how the termination of tenancy of the petitioners was guided by public interest as is mandatorily required to be done by the LIC while issuing notice. In short, he submitted that the notice dated 19.8.1970 does not satisfy the mandatory requirements as laid down by the Supreme Court in **Ashoka Marketing Ltd and another V. Punjab National Bank and others, AIR 1991 Supreme Court 855 and Minoo Framroze Belsara's** case (supra). Mr.Pooniwala, learned counsel for respondent no.2, invited our attention to the observations made in the judgment of the learned Principal Judge, City Civil Court, and more particularly paragraph 35 thereof, and urged that respondent no.2 was inducted in the premises in July,1970 while the rent receipts relied upon by LIC and more particularly the terms and conditions printed overleaf were for the subsequent period. He then submitted that the LIC failed to produce rent receipts for the period prior to 1970. In short, Mr.Pooniwala, submitted that the rent receipts

pertaining to the period after July, 1970, which had the terms and conditions printed overleaf prohibiting subletting of the premises will not help the LIC to contend that the sub-letting was unlawful and is not liable to be protected under section 108 of the T.P.Act. The learned counsel for the petitioners and respondents did not raise any other contention for our consideration.

5. Before we deal with the submissions advanced by the learned counsel for the parties, it would be advantageous to make reference to the legal propositions laid down by the Supreme Court and this Court in the judgments relied upon by the learned counsel for the parties. It is well settled position in law that the provisions of the Public Premises Act, to the extent they cover premises falling within the ambit of the Rent Control Act, override the provisions of the Rent Control Act and a person in unauthorised occupation of public premises under section 2(e) of the Act cannot invoke the protection of the Rent Control Act. This is settled by the Apex court in **Ashoka Marketing Ltd and Anr. Vs. Punjab National Bank and ors, AIR 1991 SC 855.** There is no dispute that the premises in question is a public premises within the meaning of section 2(e) of the Act.

6. The Apex Court in **Kaiser-I Hind Pvt Ltd and others**

V National Textile Corporation Ltd and Ors, AIR 2002 Supreme Court 3404 had an occasion to consider the challenge to vires of the Act insofar as it is made applicable to the premises belonging to Government Companies and Corporations. In that matter, it was submitted that the Act was violative of Articles 14, 19(1)(f) and 19(1)(g) of the Constitution of India. It was further contended that having regard to Article 254(2) of the Constitution of India, provisions of the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 (for short "the Bombay Rent Act) would prevail over the Public Premises (Eviction of Unauthorised Occupants) Act. The contentions raised by the appellant were rejected by the High Court and the validity of the Act was upheld. While upholding the validity of the Act, the Supreme Court addressed the second contention in the judgment and after considering the relevant provisions of the Act in the light of the submissions advanced by the learned counsel, observed that it cannot be held that summary speedier procedure prescribed under the Act for evicting the tenants, subtenants or unauthorised occupants, if it is reasonable and in conformity with the principles of natural justice, would abridge the rights conferred under the Constitution. It was further observed that there is no question of giving supremacy to the Bombay Rent Act qua the law made by the Parliament, i.e. the Act.

Unauthorised occupant including a person whose tenancy has come to an end by efflux of time or by giving notice as provided in law would have no further statutory protection from being evicted under the Rent Act. He also would have no right to contend that particular procedure which was in existence at some point of time should continue. It is for the legislature to provide reasonable procedure in accordance with the principles of natural justice for evicting unauthorised occupants including a person whose tenancy is terminated or a sub-tenancy.

7. At this stage, the definition of an "unauthorised occupation" under section 2(g) of the Act will have to be seen. The definition reads thus:

> "Unauthorised occupation", in relation to any public premises, means the occupation by any person of the public premises without authority for such occupation, and includes the continuance in occupation by any person of the public premises after the authority whether by way of grant or any other mode of transfer under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever."

The Supreme Court had an occasion to deal with the definition of "unauthorised occupation" in **Ashoka Marketing case (supra)**. Paragraph 30 of the judgment wherein the expression "unauthorised occupation" has been interpreted by the Supreme Court, reads thus:

> "30. The definition of the expression "unauthorised occupation" contained in Section 2(g) of the Public Premises Act is in two parts. In the first part the said expression has been defined to mean the occupation by any person of the public premises without authority for such occupation. It implies occupation by a person who has entered into occupation of any public premises without lawful authority as well as occupation which was permissive at the inception but has ceased to be so. The second part of the definition is inclusive in nature and it expressly covers continuance in occupation by any person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever. This part covers a case where a person had entered into occupation legally under valid authority but who continues in occupation after the authority under which he was put in occupation has expired or has been determined. The words "whether by way of grant or any other mode of transfer" in this part of the definition are wide in amplitude and would cover a lease because lease is a mode of transfer under the Transfer of Property Act. The definition of unauthorised occupation contained in Section 2(g) of the Public Premises Act would, therefore, cover a case where a person has entered into occupation of the public premises legally as a tenant under a lease but whose tenancy has expired or has been determined in accordance with law."

Thus, the second part of the definition of "unauthorised occupation" under section 2(g) of the Act covers continuance in occupation by any person of the public premises after the authority whether by way of grant or any other mode of transfer under which he was allowed to occupy the premises has expired or has been determined. It also covers a case where a person has entered into

occupation legally under valid authority but who continues in occupation after the authority under which he was put in occupation has expired or has been determined.

8. The observations made by the Supreme Court in **M/s Jain Ink Manufacturing Company Vs. Life Insurance corporation of India and another, AIR 1981 Supreme Court 670** can also be usefully referred to for considering the question involved in the instant writ petition. The Supreme Court in that case while dealing with the definition of "unauthorised occupation" under Section 2(g) has observed that it is an inclusive definition and consists of two separate limbs-(1) where a person is in occupation in relation to any public premises and (2) even if the possession or occupation of the tenant continues after the lease is determined. In paragraph 8 of the said judgment, the Supreme Court has further observed that so far as the Premises Act is concerned, it operates in a very limited field in that it applies only to a limited nature of premises belonging only to particular sets of individuals, a particular set of juristic persons like companies, corporations or the central government. Thus, the Premises Act has a very limited application. Secondly, the object of the Premises Act is to provide for eviction of unauthorised occupants from public premises by a summary procedure so that the premises may be available

to the authorities mentioned in the Premises Act which constitute a class by themselves.

9. We may also refer to the judgment of this Court in **Minoo Franroze Balsara's** case (supra) relied upon by Mr Sakhardande, learned counsel for the petitioners, in support of his submission that the Corporation, such as respondent no.1, cannot act as private landlords and their act while terminating authority to occupy public premises and seeking eviction of the occupant therefrom must be informed by reason and guided by the public interest. In this regard, we can also make reference to the judgment of **Ashoka Marketing Ltd case** (supra). The Division Bench in Minoo Freamroze Balsara case (supra) has quoted paragraph 69 of the judgment in **Ashoka Marketing Ltd** case in which the Supreme Court was dealing with the submission of the learned counsel for the petitioners that many of the corporations referred to in S.2(e)(2)(ii) of the Public Premises Act, like the nationalised banks and the Life Insurance Corporation are trading corporations and under the provisions of the enactments whereby they are constituted these corporations are required to carry on their business with a view to earn profit, and that there is nothing to preclude these corporations to buy property in possession of tenants at a low price and after buying such property evict the tenants after terminating the

tenancy and thereafter sell the said property at a much higher value because the value of property in possession of tenants is much less as compared to vacant property. While dealing with this submission, the Apex Court in paragraph 69 has observed thus :

> ". .... We are unable to cut down the scope of the provisions of the Public Premises Act on the basis of such an apprehension because as pointed out by this Court in M/s.Dwarkadas Marfatia and Sons V. Board of Trustees of the Port of Bombay, (1989) 3 SCC 293: (AIR 1989 SC 1642 at p.1649):
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> ". Every activity of a public authority especially in the background of the assumption on which such authority enjoys immunity from the rigour of the Rent Act must be informed by reason and guided by the public interest. All exercise of discretion or power by public authorities as the respondent, in respect of dealing with tenants in respect of which they have been treated separately and distinctly from other landlords on the assumption that they would not act as private landlords must be judged by that standard."
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> These observations were made in the context of the provisions of the Bombay Rents, Hotel and Lodging House Rates (Control) Act, 1947 whereby exemption from the provisions of the Act has been granted to premises belonging to the Bombay Port Trust. The consequences of giving overriding effect to the provisions of the Public Premises Act is that premises belonging to companies and statutory bodies referred to in Cls.(2) and (3) of S.2(e) of the Public Premises Act would be exempted from the provisions of the Rent Control Act. The actions of the companies and statutory bodies mentioned in Cls.(2) and (3) of S.2(e)

> of the Public Premises Act while dealing with their properties under the Public Premises Act will, therefore, have to be judged by the same standard."

10. It is, thus, clear that the expression "unauthorised occupation" under section 2(g) connotes occupation by any person of the "public premises" defined under section 2(e) of the Act without authority for such occupation. It implies occupation by a person who has entered into occupation of any public premises without lawful authority as well as occupation which is permissive at the inception but has ceased to be so. It also covers any person, whose legal authority to remain in the public premises has been determined by the landlord for committing breach of the terms and conditions of the contract or tenancy as case may be. In other words, an "unauthorised occupant" is one whose tenancy has come to an end by efflux of time or has been terminated by giving notice as provided in law. Such occupant would have no further statutory protection from being evicted under the Rent Act or where tenancy has been determined on the ground of creating unlawful sub-tenancy by giving notice under section 106 and which is not protected under section 108 of the T.P. Act. The requirement in law for eviction under the provisions contained in the Act is that the

occupation of public premises should be unauthorised within the meaning of section 2(g). It is also necessary that the Government company or the corporation must not act as a private landlord and their act while determining authority to occupy public premises and seeking eviction of the occupant therefrom must be informed by reasons and guided by the public interest.

11. Insofar as present case is concerned, the submissions advanced by the learned counsel for the parties were centered around the provisions contained in Sections 106 and 108 of the T.P.Act. It was submitted that the notice issued under section 106 of the T.P.Act, in the present case, cannot be sustained since the sub-tenancy of respondent no.2 in the premises was perfectly legal and was protected under section 108 of the said Act. Section 108 of the T.P.Act provides for rights and liabilities of the lessor and the lessee and clause (j) thereof provides for the lessee to transfer absolutely or by way of mortgage or sub-lease the whole or any part of his interest in the property, and any transferee of such interest or part may again transfer it subject to a contract,if any, to the contrary. The lessee does not, by reason only of such transfer, cease to be

subject to any of the liabilities attaching to the lease. It further provides that nothing in this clause shall be deemed to authorise a tenant having an untransferable right of occupant to assign his interest as tenant or lessee. In short, in the absence of a contract to the contrary the lessee has a right to transfer absolutely or sub-lease the whole or part of his interest in the property.

12. At the outset, it may be noticed that none of the parties to the instant proceedings entered into the witness box and led oral evidence in support of their case. Both placed certain documents on record. Admittedly, respondent no.2 was inducted in the premises in July 1970. The LIC issued notice of termination under section 106 of the T.P.Act to the petitioners and respondent no.2 on 19.8.1970. The notice specifically stated that the petitioners had unlawfully sub-let, assigned or transferred their interest in the premises to someone else and it was in breach of the terms and conditions of the tenancy and also in contravention of the provisions of the Bombay Rent Act. By that notice the tenancy of the petitioners was also terminated from the end of the tenancy month following the tenancy month in which the petitioners received that notice, requiring them

to quit, vacant and deliver vacant and peaceful possession of the premises in their occupation. The petitioners after giving notice had filed a suit for eviction bearing RAE No.332/1825 of 1972. That suit was subsequently withdrawn and the proceedings under sections 5 and 7 of the Act were initiated for eviction and damages. Respondent no.2 in the said suit and also in the instant proceedings filed written statements taking a specific plea of the protected sub-tenancy. The petitioners, though did not admit sub-tenancy of respondent no.2, have not taken any specific stand as to the status of respondent no.2. The learned counsel for the petitioners, however, advanced his submission on the assumption that respondent no.2 was in occupation of the premises as a sub-tenant.

13. The Estate Officer in Reference Application Nos 194 and 194A of 1992 issued show cause notice under sub-section (1) and clause (b) and (ii) of sub-section (2) of Section 4 of the Act. That notice had given three grounds which read thus;

> "(1) The monthly tenancy of OP-1 was determined by the notice to quit of the appellant corporation dated 19th August 1970 but OP-1 failed and neglected to vacate the disputed premises after expiry of the notice period and hence is in

unauthorised occupation of the disputed premises.

(2) OP-1 inducted OP-2 into a part or whole of the disputed premises without any written permission of the applicant corporation and, as such OP-1 and OP-2 are liable to be evicted forthwith.

(3) OP-2 is in unlawful occupation of the part or whole of the disputed premises and, as such, is in unauthorised occupation u/s. 2(g) of the Public Premises Act, 1971 and is liable to be evicted therefrom forthwith."

A conjoint reading of the notice under section 106 and the show cause notice issued by the Estate Officer under section 4 of the Act would show that the monthly tenancy of the petitioners was determined and that he neglected to vacate the disputed premises after expiry of the notice period and since then he was in unauthorised occupation of the disputed premises. The notices also specifically stated that the petitioners had inducted respondent no.2 into a part of the disputed premises without any written permission of the LIC and as such they both were unauthorised occupants and were liable to be evicted forthwith.

14. The LIC in support of their case placed heavy reliance upon the rent receipts produced on record. Admittedly the tenancy of the petitioners was a monthly tenancy. The original receipts were with the

petitioners. The specimen copies of the receipts were produced by the LIC at pages 5 and 5A of the records and proceedings. The production of these documents was not challenged or objected to by the petitioners and respondent no.2. A perusal of page no.5 shows that there is a note at the foot of rent receipt stating that "premises are let out to you on the terms and conditions printed overleaf which are binding on you, unless you have entered into a lease which is still subsisting". The terms and conditions of tenancy printed overleaf at page 5A and more particularly term no.9 clearly states that "the tenant shall not assign, sublet or part with possession of the demised premises or any part thereof even where allowed by law without previous consent in writing of the corporation, i.e.LIC". The contents of the rent receipts were not disputed by the petitioners or respondent no.2. The similar rent receipts were issued every month to the petitioners and his signature was obtained on the counterfoil which also had printed thereon the aforesaid endorsement and the terms including term no.9. This clearly shows that the petitioners used to accept rent receipts containing the terms and conditions and condition no.9 in particular without any demur. He never objected to the terms and conditions printed

overleaf. Neither before the Court below nor before this Court did he dispute or objected to the terms and conditions printed overleaf. What was disputed by the petitioners was that the terms and conditions printed on the rent receipts would not amount to contract and, therefore, the sub-tenancy created by the petitioners in favour of respondent no.2 was legal and, the occupation of the premises cannot be called unauthorised. It is now well settled that where a contract is concluded in the manner set out in sections 2 to 10 of the Indian Contract and Specific Relief Acts, in fact, it does not require any form as long as it is a lease from month to month, terminable, on the part of either lessor or lessee, by 15 days notice. The contract, as reflected in the terms and conditions printed overleaf, and the conduct of parties satisfies all the ingredients of a contract and we are of the considered opinion that it constitutes the contract between the petitioners and the LIC prohibiting the former from subletting the premises to third party. The submission of Mr Sakhardande, learned counsel for the petitioners that printing of terms and conditions on the rent receipts would not amount to a contract and that it was just an unilateral act of the landlord must be and rightly rejected by the court

below. The rent receipts were being issued for more than 20 years before respondent no.2 was inducted as subtenant in the premises. we do not find any reason or ground to disturb the findings recorded by the courts below that printing of such terms and conditions overleaf the rent receipt does amount to contract and there was a breach of the terms and conditions committed by the petitioners. It is not the case of the petitioners that there was any other writing or contract between the parties which did not contain such term as printed on the rent receipt.

15. The submission of the learned counsel for respondent no.2 that no rent receipt before respondent no.2 was inducted as subtenant was produced on record and, therefore, the terms and conditions printed on the rent receipts issued after July, 1970 cannot be taken into account to hold that there was prohibition to create sub-tenancy in the premises. Neither before the Estate Officer nor before the court below either the petitioners or respondent no.2 raised a dispute as to existence of such terms and conditions on the rent receipts issued prior to July, 1970. In other words, it was not the case of the petitioners in particular that prior to induction of respondent no.2 in the premises the rent

receipts that were issued did not have such terms and conditions printed on the rent receipts. Even if it is assumed that such contention/objection was raised before the Estate Officer and the court below the petitioners could have produced the original rent receipts in their possession in support of that contention. There is absolutely no substance in this submission. We have no hesitation in holding that rent receipts issued prior and after June, 1970 had on it printed the terms and conditions which amount to contract prohibiting the petitioners from subletting a part or whole of the premises. Occupation of the petitioners and respondent no.2 clearly falls within the ambit of the definition of unauthorised occupation under section 2(g) of the Act. The action of the LIC seeking eviction of the petitioners and respondent no.2, in our opinion, was clearly informed by reason and in any case cannot be said that it was not guided by the public interest. The LIC has scrupulously followed the procedure for

seeking possession of the premises on the ground of "unauthorised occupation".

16. It may be noticed at this stage that neither the petitioners nor respondent no.2 were sure as to

the status of respondent no.2. Though the petitioners have contended that they do not accept respondent no.2 as their sub-tenant Mr Sakhardande, learned counsel for the petitioners, proceeded on the assumption that respondent no.2 was subtenant in the premises. As far as respondent no.2 is concerned, in the written statement filed before the Small Causes Court in RAE & R suit No.332/1825 of 1972 he had stated that they are neither subtenants nor in exclusive possession of the premises. Whereas in the written statement filed before the Estate Officer, respondent no.2 has specifically stated that they are the lawful subtenants in respect of the premises and have been occupying the premises lawfully much prior to the 1st February 1973. Looking to the diametrically opposite stand taken by respondent no.2 at two different stages, besides the reasons recorded in the foregoing paragraphs, we have no hesitation in holding that respondent no.2 was inducted in the premises without written permission of the landlord unlawfully and their occupation of the premises, at the relevant time, was unauthorised within the meaning of section 2(g) of the Act. We find absolutely no substance in the contentions advanced by the learned counsel for the parties so as to cause interference in the concurrent findings recorded

by the courts below. The writ petition therefore fails and is dismissed as such. The interim orders stand vacated. Rule discharged. No costs.

(D.B.BHOSALE, J.) **(B.H.MARLAPALLE,J.)**